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 UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

CARRIE HARADA, an individual,

Plaintiff,

CASE NO: 2:24-cv-00559-GMN-EJY

vs.

STATE FARM MUTUAL AUTOMOBILE
 INSURANCE COMPANY, a foreign corporation;
 DOES I through X, inclusive; and ROE BUSINESS
 ENTITIES 1 through X, inclusive,

Defendants.

STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT

The parties, by and through their undersigned counsel, hereby submit this Stipulated Protective Order and state as follows:

A. State Farm Mutual Automobile Insurance Company ("State Farm") possesses certain information and documents that contain confidential, proprietary, or trade secret information that may be subject to discovery in this action, but that should not be made publicly available.

B. The parties therefore request that the Court enter the following Protective Order to properly balance the discovery rights of the Plaintiffs with State Farm's rights to protect its private, confidential, proprietary, or trade secret information.

The Court ORDERS:

1. All production and disclosure of information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER, by State Farm during this litigation shall be governed by this Order, including, but not limited to, information contained in or derived from documents, deposition testimony, deposition exhibits, trial testimony, computer memory or archives, other written, recorded or graphic matter, and all copies, excerpts, or summaries thereof (collectively, "information").

2. Information subject to this Protective Order shall be designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER by State Farm by stamping "CONFIDENTIAL," "TRADE SECRET," or otherwise indicating confidentiality, trade secret or produced subject to this Protective Order, as appropriate, on the face of a single-page document, on at least the initial page of a multi-page document, and in a prominent location on the exterior of any tangible object. Any electronically stored information may be designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER through a correspondence providing the media and a hard copy or printout shall be treated as protected material of the same designation. Designation may only be made after a good faith review by Rule 26 when designating information as CONFIDENTIAL, TRADE SECRET or SUBJECT TO PROTECTIVE ORDER.

3. With respect to deposition testimony, State Farm may, either on the record at the deposition or by written notice to counsel for Plaintiff no later than thirty-five (35) days after receipt of the transcript of said deposition, designate portions of testimony as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER. Certain depositions may, in their entirety, be designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER prior to being taken because of the anticipated testimony. **Furthermore, any document designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE**

1 **ORDER shall maintain that designation and the protections afforded thereto if introduced**
2 **or discussed during a deposition.**

3 4. The inadvertent or unintentional disclosure by State Farm of information
4 considered to be CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER
5 shall not be deemed a waiver in whole or in part of State Farm's claim of protection pursuant to
6 this Protective Order, either as to the specific information disclosed or as to any other information
7 relating thereto. Any such inadvertently or unintentionally disclosed information shall be
8 designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER as
9 soon as reasonably practicable after either party becomes aware of the erroneous disclosure
10 and shall thereafter be treated as such by all receiving persons absent re-designation pursuant
11 to Court order. Upon receipt of the properly designated documents, the recipient must return or
12 destroy the non-designated set within three (3) days. If the recipient destroys the documents,
13 then the recipient must provide written certification of the destruction to the producer of the
14 information within three (3) days of receipt of the properly designated documents.

15 5. When information which is CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
16 PROTECTIVE ORDER is presented, quoted or referenced in any deposition, hearing, trial or
17 other proceeding, counsel for the offering party shall make arrangements or, when appropriate,
18 request the Court to make arrangements, to ensure that only persons entitled to such information
19 pursuant to Paragraph 8 are present during such presentation, quotation or reference.

20 6. Subject to the requirements of Paragraph 10 of this Agreement, no person
21 receiving information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
22 PROTECTIVE ORDER shall disclose it or its contents to any person other than those described
23 in Paragraph 8 below; no such disclosure shall be made for any purposes other than those
24 specified in that paragraph; and in no event shall such person make any other use of such
25 information. Counsel shall be responsible for obtaining prior written agreement to be bound to
26 the terms of this Agreement from all persons to whom any information so designated is
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1 disclosed, and shall be responsible for maintaining a list of all persons to whom any information
2 so designated is disclosed and, for good cause shown, such list shall be available for inspection
3 by counsel for State Farm upon order of the Court; provided, however, that the requirements of
4 this sentence shall not apply to disclosures made pursuant to Paragraphs 8(h) and/or 10 of this
5 Protective Order.

6 7. Except as agreed by State Farm or as otherwise provided herein, including in
7 Paragraphs 8(h) and 10 of this Protective Order, information designated as CONFIDENTIAL,
8 TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER shall (1) only be used in the
9 preparation for trial and/or any appeal of this Action and (2) be maintained in confidence by the
10 party(ies) to whom it is produced and not disclosed by such party(ies) except to persons
11 entitled to access thereto pursuant to Paragraph 8 below. Except as provided in Paragraphs
12 8(h), (g), (k), and 10 of this Protective Order, information which is CONFIDENTIAL, TRADE
13 SECRET, or SUBJECT TO PROTECTIVE ORDER may not be used by any person receiving
14 such material for any business or competitive purpose or for use in matters other than this
15 lawsuit, including other matters involving State Farm.

16 8. Information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
17 PROTECTIVE ORDER by State Farm shall be disclosed only to the following persons:

- 19 (a) attorneys actively working on or supervising the work on this case;
- 20 (b) persons regularly employed or associated with the attorneys actively working on
21 this case whose assistance is required by said attorneys in the preparation for
 trial, at trial, or at other proceedings in this case;
- 22 (c) the parties, including designated representatives and counsel for the entity
 defendant;
- 23 (d) expert witnesses and consultants retained in connection with this proceeding, to
24 the extent such disclosure is necessary for preparation, trial or other proceedings
 in this case and the expert or consultant has signed a written acknowledgement
 attached as *Exhibit A*;
- 26 (e) the Court and its employees ("Court Personnel");
- 27 (f) stenographic and video reporters who are engaged in proceedings necessarily
 incident to the conduct of this action;

- (g) deponents, witnesses, or potential witnesses, who have first-hand knowledge of the document and have signed a written acknowledgment attached as *Exhibit A*;
- (h) the Nevada Division of Insurance, law enforcement officers, and/or other government agencies, as permitted or required by applicable state and federal law;
- (i) a jury involved in litigation concerning the claims and any defenses to any claims in this lawsuit;
- (j) anyone as otherwise required by law;
- (k) as authorized by the parties specifically; and
- (l) other persons by written agreement of the parties when the person has signed a written acknowledgement attached as *Exhibit A*.

9. Subject to Paragraph 10 of this Protective Order, the recipient of any information designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER pursuant to this Agreement shall maintain information in a secure and safe area and shall exercise due and proper care with respect to the storage, custody and use of all such information.

10. Nothing in this Protective Order disallows State Farm's maintenance or use of information and documents in or pursuant to: its electronic claim system; the privacy requirements of the Nevada Division of Insurance and other applicable state and federal laws; the records retention requirements of the Nevada Division of Insurance, the Nevada Rules of Professional Conduct, or other applicable state and federal laws; the records retention practices of State Farm; and any written Court Order. Further, nothing in this Protective Order disallows reporting of information by State Farm as permitted and/or required by applicable state and federal law, including reporting to the Insurance Services Office, Inc.

11. Plaintiff may, at any time during the pendency of this lawsuit, request from State Farm, in writing, the release of information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER from the requirements of the terms and provisions of this Protective Order. Upon receipt of such request, counsel for State Farm and counsel for Plaintiff shall attempt to meet and confer. If State Farm agrees to release the information, it shall have

1 fourteen (14) days to make the production. If the parties are unable to agree as to whether the
2 information at issue is properly designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
3 PROTECTIVE ORDER, any party may raise the issue of such designation with the Court
4 pursuant to the Court's Practice Standards. Any information submitted to the Court for review
5 shall be submitted under seal and for in camera review. Pending a ruling from the Court, State
6 Farm's designation shall control. Nothing in this Protective Order shall preclude any party from
7 responding to a validly issued subpoena, provided, however, that the party responding to the
8 subpoena shall provide written notice of such subpoena to the attorney of the party that originally
9 produced the documents within fourteen (14) days of receipt of a subpoena, which seeks
10 production or disclosure of the information which is designated CONFIDENTIAL, TRADE
11 SECRET, or SUBJECT TO PROTECTIVE ORDER. Production or disclosure of
12 information which is designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
13 PROTECTIVE ORDER may not occur until the deadline set forth in a validly issued subpoena,
14 absent agreement of the parties.

16 12. Nothing in this Protective Order shall be construed as a limitation on the use of
17 evidence in a submission to the Court or at trial, subject to such confidentiality provisions as may
18 be ordered by the Court. However, prior to utilizing or filing a document which is designated
19 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER, Plaintiff must
20 provide notice to State Farm of its intentions. State Farm may then request that the document be
21 filed with restricted access or under seal. Furthermore, any party shall have the right to request
22 that any hearing or portions thereof be conducted in camera. The Court shall retain jurisdiction to
23 modify the terms of this Protective Order.

24 13. The obligations of this Protective Order shall survive the termination of this action
25 and continue to bind the parties and their counsel. The Court will have continuing jurisdiction to
26 enforce this Protective Order irrespective of the manner in which this action is terminated.

1 14. Within thirty-five (35) days of the final determination of this action, each person or
2 party who has received information designated CONFIDENTIAL, TRADE SECRET, or SUBJECT
3 TO PROTECTIVE ORDER shall be obligated to return the same to State Farm, including any
4 copies, or to destroy such information and certify that it has been destroyed, except that the
5 recipient need not destroy or return transcripts of depositions and materials filed with the Court,
6 and party may retain one archival copy of all pleadings in the action, regardless of whether such
7 pleadings (including appendices) contain or refer to information designated CONFIDENTIAL,
8 TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER; subject to the legal requirements for
9 maintenance and destruction of client files by the parties' counsel. Within seven (7) days of the
10 final determination of this action, counsel of record who has provided information designated
11 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER to other individuals
12 must inform those individuals that the matter has reached final determination and remind them of
13 the return or destruction obligation.

14 15. This Protective Order may be modified by the Court at any time for good cause
15 shown following notice to all parties and an opportunity for them to be heard.

16 16. Noting in this Protective Order shall prohibit any party from filing a motion seeking
17 further or different protection from the Court, or from filing a motion with respect to the manner in
18 which the information designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO
19 PROTECTIVE ORDER shall be treated at trial.

20 17. Any party wishing to use any CONFIDENTIAL, TRADE SECRET, or SUBJECT
21 TO PROTECTIVE ORDER information or document in any brief, memorandum, motion, affidavit,
22 or other paper filed with the Court shall file the document under seal in the Nevada's Court's E-
23 filing system, with a note to the Court Clerk referencing this Order.

24 18. Unless otherwise permitted by statute, rule or prior court order, papers filed with
25 the court under seal shall be accompanied by a contemporaneous motion for leave to file those
26 documents under seal, and shall be filed consistent with the court's electronic filing procedures in
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1 accordance with Local Rule 10-5(b). Notwithstanding any agreement among the parties, the
 2 party seeking to file a paper under seal bears the burden of overcoming the presumption in favor
 3 of public access to papers filed in court. *Kamakana v. City and County of Honolulu*, 447 F.2d
 4 1172 (9th Cir. 2006).

5 DATED this 4th day of December, 2024.

6 **GALLAGHER LAW, PROF. CORP and**
 7 **MURPHY'S LAW, PROF. CORP.**

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 10 By /s/ Corrine Murphy
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 14 **Attorneys for Plaintiff**
 15 **CARRIE HARADA**
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19 DATED this 4th day of December, 2024.

20 **DENNELL WINSPEAR, LLP**

21
 22 By /s/ Matthew J. Wagner
 RYAN L. DENNETT, ESQ.
 Nevada Bar No. 005617
 MATTHEW J. WAGNER, ESQ.
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 23 **Attorneys for Defendant**
 24 **STATE FARM MUTUAL AUTOMOBILE**
 25 **INSURANCE COMPANY**
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29 **ORDER**

30 Good cause appearing therefore, IT IS SO ORDERED.

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 32 DATED this 5th day of December, 2024.

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 35 Layna J. Zouchal
 36 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A2
ACKNOWLEDGMENT AND AGREEMENT TO
3 ABIDE BY STIPULATION AND ORDER
4 REGARDING CONFIDENTIALITY AGREEMENT5
THE UNDERSIGNED HEREBY UNDERSTANDS AND ACKNOWLEDGES that he or she
6 has read the Stipulation and Order Regarding Confidentiality Agreement filed in this action on
7 _____, 2024. The Undersigned hereby acknowledges that a Stipulation and
8 Order Regarding Confidentiality Agreement in the case of *CARRIE HARADA v State Farm*
9 *Mutual Automobile Insurance Company, et al.*, was filed in the United States District Court
10 Southern District for the District of Nevada and entitled "STIPULATION AND ORDER
11 REGARDING CONFIDENTIALITY AGREEMENT."12
The Undersigned agrees to be bound by the terms of the above-mentioned Stipulation
13 and Order Regarding Confidentiality Agreement in the same manner as the parties to the
14 Stipulation and Order and their respective attorneys. The Undersigned agrees to provide Ryan
15 L. Dennett, Esq., attorney for Defendant STATE FARM INSURANCE, with written notice of any
16 document sharing as well as a list of any recipients of shared documents. The Undersigned also
17 agrees, as provided in the Stipulation and Order Regarding Confidentiality Agreement, to submit
18 to the jurisdiction of the United States District Court Southern District for the District of Nevada
19 for any proceedings related to any violation or threatened violation of this Order.

20 Dated: _____

22 Litigant

24 Litigant

26 Litigant

28 Attorney